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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/085,196	02/27/2002	Sunil V. Thakur	SUNI	1473
7590	11/01/2006		EXAMINER	
Guy McClung Suite 347 16690 Champion Forest Drive Spring, TX 77379-7023			LE, KHANH H	
			ART UNIT	PAPER NUMBER
			3622	

DATE MAILED: 11/01/2006

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**GROUP 3600**

BEFORE THE BOARD OF PATENT APPEALS  
AND INTERFERENCES

Application Number: 10/085,196  
Filing Date: February 27, 2002  
Appellant(s): THAKUR ET AL.

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Guy McClung  
Reg. No. 29,008  
For Appellant

**EXAMINER'S ANSWER**

This is in response to the appeal brief filed May 22, 2006 appealing from the Office action mailed 02/13/2006.

**(1) Real Party in Interest**

A statement identifying by name the real party in interest is contained in the brief.

**(2) Related Appeals and Interferences**

The examiner is not aware of any related appeals, interferences, or judicial proceedings which will directly affect or be directly affected by or have a bearing on the Board's decision in the pending appeal.

**(3) Status of Claims**

The statement of the status of claims contained in the brief is correct.

**(4) Status of Amendments After Final**

The appellant's statement of the status of amendments after final rejection contained in the brief is correct.

**(5) Summary of Claimed Subject Matter**

The summary of claimed subject matter contained in the brief is correct.

**(6) Grounds of Rejection to be Reviewed on Appeal**

The appellant's statement of the grounds of rejection to be reviewed on appeal is correct.

**(7) Claims Appendix**

The copy of the appealed claims contained in the Appendix to the brief is correct.

**(8) Evidence Relied Upon**

US 6,009,411	Kepecs	12-1999
US 6,075,971	Williams	11-1999
US 5,484,988	Hills et al.	06-1196
US 5,918,211	Sloane	06-1999
US 5,297, 026	Hoffman	5-1994

### **(9) Grounds of Rejection**

The following ground(s) of rejection are applicable to the appealed claims:

#### **Claim rejections. 35 U.S.C. 103**

1. The text of those sections of Title 35, U.S. Code not included in this action can be found in a prior Office action.
2. **Claims 23-25, and 28-29 are rejected under 35 U.S.C. 103(a) as being unpatentable over Kepecs, US 6009411 hereinafter Kepecs in view of Williams US 6075971, herein Williams and further in view of Hills et al. US 5484988, herein Hills.**

Kepecs generally discloses a method and system for distributing and redeeming electronic promotions to a consumer through the Internet is provided. An account which is associated with a unique key is maintained for each consumer account. Access is permitted to the consumer account upon presentation of the unique key over the internet. The consumer is presented discount or other promotional choices of items available in at least one store associated with the key, or a collection of such stores, over the Internet and the selections of the discount or promotional choices made by the consumer over the internet are recorded. Upon purchase of items at the associated store by the consumer, such data are received, and the selections and purchases are reconciled to record a credit in the customer account. No consumer action other than the selection of promotions desired is required for item purchase.

Kepecs does not disclose applying the discount without a selection from the consumer of any said applicable discount, and without requiring consumer awareness of

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any said applicable discount.

However, Williams discloses a method and apparatus for providing and monitoring coupons via a network wherein coupons may be downloaded to a user's system automatically or on demand via the internet (see at least abstract).

It would have been obvious to one skilled in the art at the time the invention was made to add Williams to Kepecs because both references deal with coupons and the automatic download thereof is an art recognized equivalent for delivering coupons on demand as taught by Williams.

Regarding the new limitations of split connection and delay of connection of the POS to a payment processing system, it is noted that in Kepecs the DAP (host) computer is consulted directly for each consumer action at the point of sale, thus eliminating the need for the DAP to pre-load the store computer 23 with data about discounts available to the consumer (see at least col. 11 lines 10-13, 20-21). This achieves exactly what Applicants discloses: "to effect a real-time, itemized download of the rebates/discounts" at the POS per paragraph [0074] of the Specifications. Further, Kepecs implicitly discloses delay of payment processing until the itemized discounts are computed against the final bill.

As to the split dial connection, Hills et al. US 5484988, discloses a split dial connection at the POS to allow access three interconnected but separate data files for the purpose of performing different types of authorization (see at least col. 8 lines 44 to col. 9 l. 65). Since Kepecs discloses instant connection to the host computer for checking availability of discounts to the instant purchases, since Kepecs implicitly discloses delay of totaling the final bill until all discounts are applied to the purchases, and since split dial up connection is known to be used at POS's to verify authorization of one kind or another, it would have been obvious to one skilled in the art at the time the invention was made, that an alternative to Kepecs' s method of instant checking of applicable discounts and the subsequent totaling of the bill would have been to use the split dial connection method taught by Hills to allow checking validity, applicability and authorization of the discounts. Delaying of connecting to payment processing while split dialing,

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would also have been also obvious because Kepecs implicitly discloses delay of payment processing until the itemized discounts are computed against the final bill.

Thus as to claims 23, 28, and 29 Kepecs in view of Williams and Hills discloses:

A method (Figs 1,2,3 and associated text) for carrying out a purchase comprising the steps of:

reading at a point-of-sale terminal located at a vendor consumer-

identifying information encoded on a device having a readable data string (see at least col 7 1. 27 -38; col. 10 lines 19-67);

maintaining a database of discounts available at the vendor;

determining on a real-time basis whether the items purchased by

the consumer are items offered at a discount by the vendor, said determining

not done by the consumer (see at least Fig 2 and associated text, especially ATM, UPC, (see at least col. 4 1. 48-67, col. 10 lines 19-67;

transmitting a signal to the vendor to cause a discount to such

items purchased by the consumer on an itemized basis that are identified in the database as being offered by the vendor at a discount, said transmitting not

done by the consumer (Fig 1-3 and associated text, especially DAP; see at least col 3 1. 30 et seq. ; col 7 1. 60 et seq. to col. 10 1. 67);

connecting in an initial split connection connecting the point-of-sale

terminal to the host system for communication therewith, the database of discounts maintained in the host system, the host system remote from the

point-of-sale terminal (KEPECS., Fig 1-3 and associated text, especially DAP; see at least col 3 1. 30 et seq. ; col 7 1. 60 et seq. to col. 10 1. 67);

the host system accomplishing said determining;

the host system accomplishing said transmitting to effect said

discount (Fig 1-3 and associated text, especially DAP; see at least col 3 1. 30 et seq. ; col 7 1. 60 et seq. to col. 10 1. 67);

initially delaying connection of the point-of-sale terminal to a

payment processing system; and

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following said determining and said transmitting, connecting the point-of-sale terminal to the payment processing system and completing the purchase via the payment processing system (see at least Fig 2 and associated text, especially ATM, UPC, (see at least col. 4 1. 48-67, col. 10 lines 19-67). means at the host system for storing said transaction information ( KEPECS., figs 2 and 3 and accompanying text; col 10 . 59-col 13 1. 22).

Further, Kepcs does disclose using the internet to contact the host system (fig 1 and associated text); the consumer having a magnetic strip card (KEPECS., see at least col 7 1. 27 –38; col. 10 lines 19-67); and following said determining and said transmitting, completing the purchase via a payment processing system (see at least col. 10 lines 19-67).

Claim 24. Kepcs discloses the system of claim 1. Further Kepcs at least suggests means for calculating a future discount for the consumer based on a payment amount for the completed purchase. (See col 8 1. 12-46: targeting individual consumers based on past purchase histories)

As to claim 25, providing the consumer with information about the future discount, once determined would have been obvious to inform the customer.

**3. Claims 26-27 , 30 are rejected under 35 USC 103(a) as unpatentable over Kepcs in view of Williams as applied to claim 3 above and further in view of Hoffman US 5297026.**

Claims 26-27 .

As per claims 26-27, Kepcs does not disclose means for calculating an amount to a retirement account contribution for a consumer based on the transaction information or based on the calculated amount .

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However, Hoffman US 5297026 disclose giving rewards for purchases in the form of a percentage of the amount spent deposited in a customer account earning interest at a higher rate (abstract). Thus one skilled in the incentives arts would have known from Hoffman's teachings regarding the use of such incentives accounts to include retirement accounts such as to lure naive aging baby boomers to spend more. As to the basis of such reward being the nature of the transaction such marketing technique is well-known and obvious (e.g. use MasterCard, earn more rewards; buy particular product, earn more).

As to claim 30, Kepecs discloses means for determining a pertinent geographical area for the consumer ( col 9 1. 2-5; col 7 1. 60- col 8 1. 22.; col 9 1. 30 et seq "the consumer selects the desired discounts, and if required, at which stores"; geographic limitations and sellers information)

means for automatically determining the pertinent geographic area based on information about a consumer (col 11 1. 4-10 : the computer infers customer likely store selection from his purchasing history). Hoffman further discloses the additional features as explained in claims 26-27 for the same motivation.

**4. The following, found in the last Office Action at pages 2-4, was in Response to Arguments presented earlier and is an integral part of the rejections.**

" Applicants' arguments have been carefully reviewed but found unpersuasive.

*Some of the following responses, previously presented, are still relevant to Applicants' present arguments.*

*Williams was used for the sole purpose of teaching that coupons may be provided (downloaded) to a user's system automatically (without the consumer's knowledge) or on demand. Thus it was earlier stated that "It would have been obvious to one skilled in the art at*

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*the time the invention was made to add Williams to Kepecs because both references deal with coupons and the automatic download thereof is an art recognized equivalent for delivering coupons on demand ...”*

*Kepecs already teaches automatic applying of the discounts once the discounts are provided to the customer's account. In Kepecs the customer selects the discounts. As presented above, Williams further teaches that discounts can also be provided without the customer's awareness in addition to selection by the customer. Once provided, either by customer selection or indiscriminately to the customer's account as taught by Williams the method of Kepecs works to automatically apply the discounts once the discounted purchases are made, regardless of the customer's awareness. Thus the Kepecs/Williams system meet at least Applicants' independent claims as presented below.*

*Applicants further argue Williams discloses coupons that need to be redeemed and not discounts, and thus cannot be combined with Kepecs which teaches discounts. It is noted Kepecs is the primary reference and discusses that different types of promotions such as discounts or points that can be “redeemed “automatically using loyalty type cards ( see at least col. 2 lines 30-34). Further discounts and coupons are often used loosely as equivalent terms in the promotions art. See e.g. Sloane, US 5918211, ( col. 2 lines 30-35 ) which discloses both coupons and discounts on loyalty cards similar to the ones of Kepecs system. Thus in view of these facts, the coupons of Williams are not incompatible with the Kepecs system, and Kepecs does not teach away from coupons as argued.*

*(Please also note that automatic applying of discounts to purchases at POS's without customer awareness of the discounts is known before Applicants' filing date as shown by the art cited in the conclusion sections of the previous Office Actions which are herein incorporated by reference. ).*

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*It is noted that contrary to argument, Kepecs discloses transmitting signal to the vendor to cause a discount to such items purchased by the consumer and it also discloses a host system that applies a discount on an itemized basis for the benefit of the consumer (see at least col. 10 lines 59-64).*

*The arguments as to Hoffman are unpersuasive as Kepecs teaches automatic applying of discounts to transactions once the discounts are made available to the customers, and Williams teaches the availability can be effected either upon customer demand or automatically without it.*

*Contrary to argument at page 5, it is Hills not Kepecs that teaches the initial split connection feature. Hills discloses a split dial connection at the POS to allow access three interconnected but separate data files for the purpose of performing different types of authorization (see at least col. 8 lines 44 to col. 9 l. 65). The amended claims do not overcome the teachings of Hills nor the motivation supplied for the combination as applied below.*

*As to the new limitations detailed in page 5 of Applicants' Response, they have been addressed before in the last Office Action at page 5, and repeated below.*

*As to the "effecting of said discount done without action by the consumer", the previous art combination has covered this limitation. Kepecs//Williams teach automatic download of discounts onto the consumer card. Once done, no other consumer action is required as claimed to effect discounting at POS as taught by Kepecs. No awareness of the discounts is required either in the Kepecs//Williams system.*

*In sum the amendment does not overcome the prior art combination as applied and the previous rejections are maintained with slight modifications to accommodate the new limitations. "*

**(10) Response to (Appeals Brief) Argument**

**Argument as to the First Ground of Rejection: Whether Claims 23-25, and 28-29 are unpatentable under 35 U.S.C. 103(a) over Kepecs, US 6009411 in view of Williams, US 6075971, and further in view of Hills et al. US 5484988.**

As to claims 23, 28, and 29, Kepecs discloses:

A method (Figs 1,2,3 and associated text) for carrying out a purchase comprising the steps of:

reading at a point-of-sale terminal located at a vendor consumer-identifying information encoded on a device having a readable data string (see at least col. 3 lines 62-63; col 7 l. 27 –38; col. 10 lines 19-67: magnetic or bar code card);

maintaining a database of discounts available at the vendor ( col. 5 lines 28-34; col. 3 lines 55-67; col.11 lines 45-67: database of discounts selected by consumer is stored at DAP computer 11) ;

determining on a real-time basis (col. 10 lines 59-66; col. 11 lines 10-13:flow of information from DAP computer to point-of-sale (POS) ) whether the items purchased by the consumer are items offered at a discount by the vendor, said determining not done by the consumer (see at least Fig 2 and associated text, especially ATM, UPC, see at least 10 col. 4 l. 48-67, col. 10 lines 19-67: In KEPECS, determining is done by the computers not by the consumer) ;

transmitting a signal to the vendor to cause a discount to such items purchased by the consumer on an itemized basis that are identified in the database as being offered by the vendor at a discount, said transmitting not

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done by the consumer ( Fig 1-3 and associated text, especially DAP; see at least col 3 1. 30 et seq. ; col 7 1. 60 et seq. to col. 10 1. 67; especially col. 10 lines 57-64: flow of discounts per user from DAP to POS);

connecting the point-of-sale terminal to the host system ( col. 7 lines 60-65: Host system is DAP server #14 ) for communication therewith, the database of discounts maintained in the host system (col. 11 lines 60-61 ), the host system remote from the point-of-sale terminal (KEPECS., Fig 1-3 and associated text, especially DAP; see at least col 3 1. 30 et seq. ; col 7 1. 60 et seq. to col. 10 1. 67: Dap is remote from POS);

the host system accomplishing said determining;

the host system accomplishing said transmitting to effect said

discount (Fig 1-3 and associated text, especially DAP; see at least col 3 1. 30 et seq. ; col 7 1. 60 et seq. to col. 10 1. 67);

initially delaying connection of the point-of-sale terminal to a payment processing system ; and

following said determining and said transmitting, connecting the point-of-sale terminal to the payment processing system and completing the purchase via the payment processing system (*See at least Fig 2 and associated text, especially ATM, UPC, also see at least col. 4 1. 48-67, col. 10 lines 19-67. Kepcs implicitly discloses delay of connection of POS to payment processing systems because the itemized discounts are computed first to generate the final bill , see col. 11 line 45 to col. 12 line 19, then only payment processing can ensue , see col. 12 lines 17-20. Applicants now also admit that in Kepcs there is inherent passage of time i.e. a delay between user initiation of purchases, checking of available discounts and final payment processing, see Brief, page 8 , full 1<sup>st</sup> and 2nd paragraphs).*

means at the host system for storing said transaction information ( KEPECS., figs 2 and 3 and accompanying text; col 10 . 59-col 13 1. 22).

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Further, Kepecs does disclose using the internet to contact the host system (Abstract, fig 1 and associated text; col. 3 lines 31-67 );

the consumer having a magnetic strip card (KEPECS., see at least col 7 1. 27 –38; col. 10 lines 19-67); and following said determining and said transmitting, completing the purchase via a payment processing system (see at least col. 10 lines 19-67).

**A. Arguments as to Kepecs and Williams : Consumer action and No Coupons.**

In answer to the arguments at 7 of the Brief as to Williams , as stated earlier, Williams was used for the sole purpose of teaching that coupons may be provided (downloaded) to a user's system automatically (without the consumer's knowledge) or on demand. It would have been obvious to one skilled in the art at the time the invention was made to add Williams to Kepecs because both references deal with coupons and the automatic download thereof is an art recognized equivalent for delivering coupons on demand .

Kepecs already teaches automatic applying of the discounts (i.e. without consumer action) once the discounts are provided to the customer's account. In Kepecs the customer selects the discounts. As presented above, Williams further teaches that discounts can also be provided without the customer's awareness in addition to selection by the customer. Once provided, either by customer selection or indiscriminately to the customer's account as taught by Williams the method of Kepecs works to automatically apply the discounts once the discounted purchases are made, regardless of the customer's awareness. Thus the Kepecs/Williams system meet at least Applicants' independent claims as presented below.

Applicants further argue Williams discloses coupons that need to be redeemed and not discounts, and thus cannot be combined with Kepecs which teaches discounts. It is noted Kepecs is the primary reference and discusses that different types of promotions such as

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discounts or points that can be “redeemed “automatically using loyalty type cards ( see at least col. 2 lines 30-34). Further discounts and coupons are often used loosely as equivalent terms in the promotions art. See e.g. Sloane, US 5918211, ( col. 2 lines 30-35 ) which discloses both coupons and discounts on loyalty cards similar to the ones of Kepecs system. Thus in view of these facts, the coupons of Williams are not incompatible with the Kepecs system, and Kepecs does not teach away from coupons as argued.

Contrary to argument at page 8, Kepecs and Williams are not incompatible just because the problems they seek to solve are different, since they deal both with the same field of discounts and incentives.

There is nothing incompatible with the following teachings:

Kepecs teaches automatic applying of discounts to transactions at points-of-sale (POS) once the discounts are made available to the customers, and Williams teaches discounts can be made available to customers by customer demand or automatically (without customer action). Proper motivation to combine was discussed above.

**B. Arguments about split dial up:**

At pages 8-9 of the Brief, Appellants argue Hills is deficient in teaching split dial up.

It is first noted, as earlier done during prosecution, that in Kepecs the DAP (host) computer is consulted directly for each consumer action at the point of sale, thus eliminating the need for the DAP to pre-load the store computer 23 with data about discounts available to the consumer (see at least col. 11 lines 10-13, 20-21). This achieves exactly what Applicants discloses: “to effect a real-time, itemized download of the rebates/discounts” at the POS (Specifications, published version, paragraph [0074]).

While Kepecs is silent as to dialing the DAP for such instant checking, a dial up from the POS to the DAP is implicit. Such dial up to the DAP in Kepecs could be considered a split dial to the DAP, as claimed, (because a subsequent (i.e. delayed) dial up to payment processing is inherent in Kepecs.

In Kepecs, delay of connection of the POS to payment processing systems is necessary until the discounts are checked for the customer, and the itemized discount amounts are computed to generate the final bill at the POS , see col. 11 line 45 to col. 12 line 19. This is so, obviously ,because payment cannot be processed until the final bill is known. (Applicants now admit that in Kepecs there is inherent passage of time i.e. a delay between user initiation of purchases, checking of available discounts and final payment processing, see Brief, page 8 , full 1<sup>st</sup> and 2nd paragraphs. ) In Kepecs, financial authorization for payment is also disclosed e.g. when credit cards are used, see col.4 lines 57-62. Thus in Kepecs, there is inherently initial delaying of connection to payment processing systems and delaying of initiation of financial authorization, as claimed. Further, it is noted “purposeful delaying” is not claimed as argued. Even so, Kepecs also inherently discloses” purposeful delaying” connection to payment and financial authorization systems to allow computing the discounted final bill first.

Second, it is noted all that Applicant’s system is doing, with the dial up feature, is to sequentially check for discounts at the POS and then apply them to the transaction which is what Kepecs’s system is doing also.

Third, it is noted Applicants did not disclose the details of such split dialing except to say appropriate software has to be loaded at the point-of-sale (POS), that a query is thereby routed to a server (to Host database to download rebates available to that particular consumer to POS, so that a cashier person can check), and that other processing at the POS (financial authorization) is thereby delayed(Specifications, published version, paragraph [0074]).

**From the few details given, it is thus clear split connection is not something new that Applicants invented. Thus it is understood , from the specifications, that split**

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**dial is just a process to allow a point of sale terminal to consult some data from some source, for example for authorization purposes, by dialing directly that source.**

Thus Hills was used to supplement Kepecs and Williams with the initial split connection feature. Hills discloses a split dial connection at the POS to allow access to three different data files for the purpose of performing different types of authorization (see at least col. 8 lines 44 to col. 9 l. 65). Thus Hills teaches, and confirms the Examiner's understanding above, that split dial is just a process to allow a point of sale terminal seeking authorization of some sort (in Hills, it's for credit or checks authorization) by dialing directly that source for authorization.

Since Kepecs discloses , for each customer, instant direct connection to the host computer for checking availability of discounts to the instant purchases (see at least col. 11 lines 10-13, 20-21), and application of such discounts instantly to generate the final bill, and since split dial up connection is known to be used at POS's to verify authorization of one kind or another (see Hills, col. 8 lines 44 to col. 9 l. 65) , it would have been obvious to one skilled in the art at the time the invention was made, that an alternative to Kepecs' s method of instant and direct checking of applicable discounts and the subsequent totaling of the bill would have been to use the split dial connection method taught by Hills to allow instant checking of validity, applicability and authorization of the discounts.

At page 9, 1st full paragraph of the Brief, Appellants argue Hill's split dialing is not done without user action. It is noted "without action by the consumer" is claimed only with respect to the steps of determining available discounts, and to transmitting a signal to a vendor to effect a discount. Thus Hill's split dialing, even if done with user (cashier) action, as argued, has nothing to do with and is irrelevant to the claimed language.

Applicants further argue Hills does not teach delay of connection to payment processing system. The Examiner notes that Hills does not need to teach such. As noted above Kepecs already inherently teaches delay of connection to payment processing to allow processing of itemized discounts application and generation of final bill. **Hills was used only to show that a**

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**split dial at the POS is known as a method to allow connecting to a source for authorization of one kind or another.** Thus it was obvious to use such split dial method as taught by Hills in the system of Kepecs in order to allow instant consulting, at the POS, of the discounts available for the consumer , and stored at the host server, as taught by Kepecs.

At page 9, 3rd full paragraph of the Brief, Appellant's argument attacking Hills's user's use of a credit card for payment is unpersuasive as it has nothing to do with the teachings as applied. It is obvious some type of payment means like a credit card is necessary even in Applicant's invention.

**C. Claim 24:**

Kepecs discloses the system of claim 1. Further Kepecs at least suggests means for calculating a future discount for the consumer based on a payment amount for the completed purchase. (See col 8 l. 12-46: targeting individual consumers based on past purchase histories).

Contrary to argument at page 10, a synonym of "calculating" is 'determining' . Kepecs discloses at col. 8 lines 20-22, targeting so to determine " which kinds of customers should receive which (interpreted as future, since they are to be delivered) discounts" with the determining based on past purchases histories. Thus KEPECS's feature reads on " calculating a future discount for the consumer based on a payment amount for the completed purchase".

**D. Claim 25:**

As to claim 25, implicitly, Official Notice was taken that it is customary to inform customers of information of relevance to them. Thus it was meant earlier that providing the consumer with information about the future discount, as claimed, would have been obvious, once the future discount is determined, to inform the customer of such discount.

**D. Claim 29:**

The Examiner's response ,at page 12, pertaining to independent claim 23 above applies here as well. As stated earlier, Williams was used for the sole purpose of teaching that coupons may be provided (downloaded) to a user's system automatically (without the consumer's knowledge) or on demand. It would have been obvious to one skilled in the art at the time the invention was made to add Williams to Kepecs because both references deal with coupons and the automatic download thereof is an art recognized equivalent for delivering coupons on demand .

Kepecs already teaches automatic applying of the discounts (i.e. without consumer action) once the discounts are provided to the customer's account. In Kepecs the customer selects the discounts. As presented above, Williams further teaches that discounts can also be provided without the customer's awareness in addition to selection by the customer. Once provided, either by customer selection or indiscriminately to the customer's account as taught by Williams the method of Kepecs works to automatically apply the discounts once the discounted purchases are made, regardless of the customer's awareness and without production of a coupon by the consumer, as claimed.

Further, in Kepecs, there indeed is " an apparatus at the vendor location ... for ascertaining any discount of said discounts applicable to said transaction without any action by the consumer" because the consumer does not do anything other than presenting her identification card in order for the Kepecs apparatus to ascertain the discounts, as claimed.

**II. Argument as to the second ground of rejection: Whether Claims 26-27, 30 are unpatentable under 35 USC 103(a) over Kepecs in view of Williams as applied to claim 3 above and further in view of Hoffman US 5297026.**

**A. Claims 26-27, 30:**

The previous relevant responses apply here as well.

Further, as per claims 26-27, Kepcs does not disclose means for calculating an amount to a retirement account contribution for a consumer based on the transaction information or based on the calculated amount . However, Hoffman US 5297026 disclose giving rewards for purchases in the form of a percentage of the amount spent deposited in a customer account earning interest at a higher rate (abstract). Thus one skilled in the incentives arts would have known from Hoffman's teachings regarding the use of such incentives accounts to include retirement accounts such as to lure naive aging baby boomers to spend more. As to the basis of such reward being the nature of the transaction such marketing technique is well-known and obvious (e.g. use MasterCard, earn more rewards; buy particular product, earn more).

Applicants argue retirement accounts are not taught by Hoffman. It is agreed Hoffman teaches only savings account. However, savings accounts obviously can be considered retirement accounts for aging baby boomers, as the Examiner implicitly meant above.

Further to call the accounts retirements accounts does not affect the method step thus the name of the account cannot carry patentable weight. Further, contrary to argument, Hoffman discloses calculating a contribution for a consumer account (the contribution is interpreted as the difference in the amount the consumer earns based on the higher interest rate as compared to standard interest rate she would have had without the promotion scheme, see col. 2 lines 16-23) ) and this amount is based on the transaction (purchases) information (the funds allowed to be invested, and therefore the difference in interest income, are based on the purchases, see col. 2 lines 16-23)

As to claim 30, no further argument is presented.

#### **(11) Related Proceeding(s) Appendix**

No decision rendered by a court or the Board is identified by the examiner in the Related Appeals and Interferences section of this examiner's answer.

**Conclusion**

For the above reasons, it is believed that the rejections should be sustained.

Respectfully submitted,

KHL

Khanh H. Le

*Yedegah Retta*  
RETTA YEHDEGA  
PRIMARY EXAMINER

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